



**Federal Aviation
Administration**

U.S. Department of Transportation Federal Aviation Administration

Submission to the United States Congress
Concerning the Agency's Collective Bargaining Proposal
to the National Air Traffic Controllers Association

APPENDICES

April 5, 2006

APPENDIX A



1. Agency Proposals

ARTICLE 17 POSITION DESCRIPTIONS

Section 1. The Parties recognize that expanding the knowledge and experience of bargaining unit employees is essential to meeting the changing demands on the system.

Section 2. The Parties at the national level shall discuss and review all bargaining unit position descriptions annually.

Section 3. Each employee covered by this Agreement shall be provided a position description which accurately reflects the duties of his/her position. Position descriptions shall be consistent throughout the Agency for facilities of equal classification and similar function. However, position descriptions for the traffic management bargaining unit may vary based on individual facility requirements. If an employee believes that his/her position description is not accurate, he/she may request a review by the appropriate supervisor and be assisted by a Union representative. A dispute regarding the accuracy of an employee's position description may be handled under Article 9 of this Agreement.

Section 4. The primary duties of air traffic controller bargaining unit employees are those directly related to the control and separation of aircraft. The primary duties of the traffic management bargaining unit employees are those directly related to the efficient management of the National Airspace System (NAS). The primary duties of NOTAM bargaining unit employees are those directly related to the development, dissemination, and interpretation of operating procedures and practices associated with the United States NOTAM System (USNS). The Agency retains the right to assign work; however, other duties assigned by the Agency shall normally have a reasonable relationship to the employee's official position description. A reasonable relationship does exist for the technical functions associated with training, briefings, quality assurance, and the technical functions of staff support specialists. When it becomes necessary to assign duties that are not reasonably related to the employee's official position description and are of a recurring nature, the position description shall be amended to reflect such duties.

Section 5. All proposed changes to the position description of bargaining unit employees shall be forwarded to the Union, in advance, for comment and/or negotiations as required by law and pursuant to Article 7 of this Agreement.

ARTICLE 18
CONTROLLER-IN-CHARGE (CIC)
TRAFFIC MANAGEMENT SPECIALIST-IN-CHARGE (TMSIC)
TRAFFIC MANAGEMENT COORDINATOR-IN-CHARGE (TMCIC)
NOTAM SPECIALIST-IN-CHARGE (NSIC)

Section 1. The CIC/TMSIC/TMCIC/NSIC position is an assignment of work and employees shall perform these duties in accordance with management directions.

Section 2. Management direction, guidance and/or goals for the shift shall be conveyed in facility directives and/or during the shift/area position briefing.

ARTICLE 24 ANNUAL LEAVE

Section 1. Annual leave will be administered in accordance with the Human Resource Policy Manual (HRPM).

Section 2. Eligible employees earn annual leave at the following rate. Full-time employees with:

- a. Less than three (3) years of service earn four (4) hours of leave each full biweekly pay period (annual accrual of 104 hours [13 days]).
- b. Three (3) or more, but less than fifteen (15) years of service earn six (6) hours each of the first twenty-five (25) full biweekly pay periods and ten (10) hours for the last full biweekly pay period (annual accrual of 160 hours [20 days]).
- c. Fifteen (15) years or more of service earn eight (8) hours for each full biweekly pay period (annual accrual of 208 hours [26 days]).

Section 3. In determining years of service, an employee is entitled to credit for all service of a type that would be creditable under 5 USC 8332, regardless of whether or not the employee is covered by Subchapter III of Chapter 83.

Section 4. Employees may not submit leave requests in excess of the annual leave they have accumulated, plus what they will accrue that leave year, plus any restored balance.

Section 5. Employees have an obligation to schedule annual leave in a timely manner to avoid forfeiture. When an employee makes a conscious decision not to request or use annual leave, the employee is not entitled to have the forfeited annual leave restored for later use.

Section 6. Once approved, annual leave will not be rescinded unless the rescission is necessitated by the Agency's workload, staffing, or mission requirements or is required by applicable law or regulation.

Section 7. Requests for annual leave will be submitted on a Request for Leave or Approved Absence Form (OPM-71), electronically, or on a locally approved form. The Agency will advise the employee of its approval or disapproval once a determination has been made.

Section 8. Ninety (90) days prior to the beginning of the calendar year, bargaining unit employees shall be given the opportunity to bid vacation annual leave in rounds. Annual leave includes all the annual leave an employee has accumulated to date, will accrue by the end of the upcoming leave year, and any restored balance. Bidding sequence will be determined by seniority.

- a. The Agency will determine available leave opportunities and advise bidders in advance of their leave request. Employees may only request leave opportunities that the Agency has determined are available.
- b. During each round, each eligible employee may make one (1) request of one (1) week or two (2) consecutive weeks duration or portions thereof. Once approved, an employee will not be permitted to change his/her selection. Any portion of a week bid shall count as a full week for bidding purposes.
- c. Rounds will continue for bargaining unit employees who have annual leave available as outlined above. Once an employee fails to bid a round, he/she is ineligible to bid in subsequent rounds.

Section 9. Non-vacation leave is annual leave that is requested utilizing other than the bidding procedures identified in Section 8 and prior to the schedule being posted. Employees may submit requests for non-vacation leave beginning January 1 for that calendar year.

Requests shall be approved/disapproved as soon as practicable after the request is made. If the request was disapproved and annual leave for that time period, or any portion of that time period, later becomes available, the leave shall be approved on a first requested basis.

Section 10. Spot leave is annual leave that is requested after assignments to the watch schedule have been posted. Leave requests shall be approved/disapproved in the order they were requested. This does not preclude the Agency from approving subsequent leave requests based on qualifications.

Section 11. Annual leave may be cancelled any time prior to the posting of the watch schedule, except that employees may not cancel vacation leave during the bidding process in Section 8. After the watch schedule has been posted, annual leave can only be cancelled with management approval. When management approves the cancellation of annual leave, the employee will be advised of their assignment to the watch schedule.

Section 12. Lump sum annual leave provisions shall be administered in accordance with LWS-8.11.

Section 13. Except as authorized in LWS-8.3, no employee will be forced to take annual leave.

Section 14. Exigencies for public business must be determined by the head of the Agency or his/her designee. Except where made by the head of the Agency, the determination may not be made by an official whose leave would be affected by the decision. The Agency will notify the Union, at the national level, when the Agency makes the decision to place any facility in a leave exigency status. Upon written request of the Union, the Agency shall provide, in writing, within fourteen (14) days, the justification the Agency used in determining the need for the facility to be placed in a leave exigency status. If the Agency

determines that an emergency exists at a facility not covered by a leave exigency, which precludes an employee from using appropriately scheduled use-or-lose leave, such leave shall be retained by the employee.

Section 15. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 28 HOLIDAYS

Section 1. The following are legal holidays:

New Year's Day - January 1
Martin Luther King, Jr.'s, Birthday - third Monday in January
President's Day - third Monday in February
Memorial Day - last Monday in May
Independence Day - July 4
Labor Day - first Monday in September
Columbus Day - second Monday in October
Veterans' Day - November 11
Thanksgiving Day - fourth Thursday in November
Christmas Day - December 25
Any other legally declared applicable Federal holiday

Section 2. When a holiday falls on a full time employee's regular day off, the following days shall be observed in lieu of the actual holidays:

Scheduled Five Day Workweek:

<u>SCHEDULED DAYS OFF</u>	<u>DAY ACTUAL HOLIDAY FALLS ON</u>	<u>DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY</u>
SATURDAY-SUNDAY	SATURDAY SUNDAY	PRECEDING FRIDAY FOLLOWING MONDAY
SUNDAY-MONDAY	SUNDAY MONDAY	FOLLOWING TUESDAY PRECEDING SATURDAY
MONDAY-TUESDAY	MONDAY TUESDAY	FOLLOWING WEDNESDAY PRECEDING SUNDAY
TUESDAY-WEDNESDAY	TUESDAY WEDNESDAY	FOLLOWING THURSDAY PRECEDING MONDAY
WEDNESDAY-THURSDAY	WEDNESDAY THURSDAY	FOLLOWING FRIDAY PRECEDING TUESDAY
THURSDAY-FRIDAY	THURSDAY FRIDAY	FOLLOWING SATURDAY PRECEDING WEDNESDAY
FRIDAY-SATURDAY	FRIDAY SATURDAY	FOLLOWING SUNDAY PRECEDING THURSDAY

Scheduled Four-Day Workweek:

<u>SCHEDULED DAYS OFF</u>	<u>DAY ACTUAL HOLIDAY FALLS ON</u>	<u>DAY OBSERVED IN LIEU OF THE ACTUAL HOLIDAY</u>
SUNDAY MONDAY TUESDAY	SUNDAY MONDAY TUESDAY	FOLLOWING WEDNESDAY PRECEDING SATURDAY PRECEDING SATURDAY
MONDAY TUESDAY WEDNESDAY	MONDAY TUESDAY WEDNESDAY	FOLLOWING THURSDAY PRECEDING SUNDAY PRECEDING SUNDAY
TUESDAY WEDNESDAY THURSDAY	TUESDAY WEDNESDAY THURSDAY	FOLLOWING FRIDAY PRECEDING MONDAY PRECEDING MONDAY
WEDNESDAY THURSDAY FRIDAY	WEDNESDAY THURSDAY FRIDAY	FOLLOWING SATURDAY PRECEDING TUESDAY PRECEDING TUESDAY
THURSDAY FRIDAY SATURDAY	THURSDAY FRIDAY SATURDAY	FOLLOWING SUNDAY PRECEDING WEDNESDAY PRECEDING WEDNESDAY
FRIDAY SATURDAY SUNDAY	FRIDAY SATURDAY SUNDAY	PRECEDING THURSDAY PRECEDING THURSDAY FOLLOWING MONDAY
SATURDAY SUNDAY MONDAY	SATURDAY SUNDAY MONDAY	PRECEDING FRIDAY FOLLOWING TUESDAY PRECEDING FRIDAY

Section 3. When an employee works a holiday or day in lieu of a holiday, he/she shall be entitled to pay at the rate of his/her basic pay, plus holiday premium pay at a rate equal to the rate of his/her basic pay for that holiday work actually performed, which is not in excess of their regular tour of duty or is not overtime work as defined by 5 USC 5542(a). Holiday premium pay is paid in addition to any other premium pay granted for overtime, night or Sunday work and in addition to the hazard pay differential.

Section 4. An employee excused on a holiday, day in lieu of, or portion(s) thereof shall be entitled to his/her basic rate of pay for that time which the employee is excused.

Section 5. As many employees as feasible shall be excused from duty on a holiday or their day in lieu of; and only as many employees as necessary to meet workload requirements will be required to work.

Section 6. In making the decision to reduce the watch schedule, at a minimum the Agency shall consider the previous year's statistics as well as information from local aviation activities.

Section 7. Subsequent to the posting of the basic watch schedule, if the Agency determines that holiday staffing levels (including those days which are designated as in lieu of holidays) will be reduced, volunteers shall be solicited. Seniority shall be used as the determining factor as to which employees are assigned duties and which employees are excused from duty.

Section 8. The express terms of this Article apply separately and distinctly to each of the following bargaining units air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 33
POSITION ROTATION AND RELIEF PERIODS

Section 1. The Parties recognize that there may be times based on staffing and workload that employees will exceed two (2) consecutive hours on position. The Parties further recognize that not exceeding two (2) consecutive hours without a break away from operational areas is the mutual goal.

Section 2. Breaks are defined as a period of time during which no duties are assigned, however employees are subject to recall.

Section 3. To the extent traffic complexity and staffing levels within a facility on a given day permit, position assignments shall be rotated among the qualified employees. The Agency shall seek input from the Union with respect to the rotational plan that the facility will normally follow.

Section 4. First priority for breaks shall be given to providing a reasonable amount of time away from the position of operation for meals. In the event the employee is required to work during the fourth (4th) hour through the sixth (6th) hour of his/her shift without a minimum thirty (30) minute uninterrupted meal break, he/she shall be compensated at the rate of fifty percent (50%) of one-half of the applicable hourly rate of basic pay. If the employee requests and receives the meal break during some other period, they will not be eligible for the missed meal premium pay.

Section 5. Since position rotation and breaks may be restricted or precluded during shifts with the majority of hours between 2330 and 0630 local time, breaks/assignments to less busy positions shall be accomplished in the last two (2) hours of the shift as soon as staffing and workload permit.

Section 6. Employees shall remain at the facility unless released by the Agency.

ARTICLE 38 OVERTIME

Section 1. The Agency at the local level shall maintain a roster of bargaining unit employees who have volunteered to work overtime. The Agency will determine what minimum qualifications are required before assigning overtime. When overtime work is to be performed, it shall first be made available to qualified employees that have volunteered, on an equitable basis. In the event no employees on a roster can be reached, the Agency may require other bargaining unit employees to work the overtime. Any assignments to employees not listed on a roster shall be made on an equitable basis. The roster and distribution of overtime provided for in this Article shall be available to facility employees. The Parties at the local level shall negotiate the procedures for the distribution of overtime. Employees on an Opportunity to Demonstrate Performance (ODP) shall be eligible to work overtime so long as they meet the minimum qualifications and the assignment does not interfere with the ODP.

Section 2. In the event an employee is erroneously bypassed, that employee will be offered the next available overtime opportunity.

Section 3. All employees shall provide the Agency with a current telephone number.

Section 4. If an employee assigned to work overtime can secure a qualified replacement, he/she shall be relieved of the assignment. If the employee cannot secure a qualified replacement, the employee will work the overtime. An employee may be relieved of an overtime assignment when, in the judgment of the Agency:

- a. the health or efficiency of the employee may be impaired; or
- b. personal circumstances make it impossible for the employee to perform the overtime duty.

Section 5. In the event of holdover overtime, the Agency shall notify the employee as soon as possible before the end of the employee's regular shift.

Section 6. Annual leave may be granted to any employee regardless of whether or not overtime work is being performed at the time by other employees on the shift.

Section 7. Overtime pay computations for non-exempt bargaining unit employees must be made solely in accordance with the Fair Labor Standards Act (FLSA) regulations in 5 CFR Part 551 and this Agreement. Employees are not eligible for overtime pay for work in excess of eight (8) hours in an administrative workday, except in cases where they have been called in before the beginning, or held over beyond the end, of their scheduled shift. For the purpose of this provision, all hours in a paid leave status are considered hours of work.

Section 8. Non-exempt employees shall receive base pay plus one-half of their regular rate for all FLSA overtime work. The increment of payment shall be one (1) minute. All time worked, including hours and minutes, shall be recorded on a daily basis.

Section 9. At the request of an employee, the Agency may grant compensatory time off from an employee's tour of duty instead of payment for an equal amount of irregular or occasional overtime work. At the request of an employee, the Agency may grant compensatory time off from an employee's basic work requirement under a flexible work schedule instead of payment for an equal amount of overtime work, whether or not irregular or occasional in nature.

If an employee has any entitlement to overtime pay under FLSA at the end of a work week, the Agency cannot require the employee to take compensatory time instead of overtime pay.

Section 10. If an employee is called in or scheduled for overtime on his/her regular day off and physically reports to work, he/she shall be guaranteed two (2) hours of work.

Section 11. The express terms of this Article apply separately and distinctly to each of the following bargaining units: air traffic controllers, traffic management coordinators/specialists and NOTAM specialists.

ARTICLE 69 DRESS CODE

Section 1. Members of the bargaining unit shall be well groomed and attire themselves in a neat, clean manner which will not erode public confidence in the bargaining unit workforce or detract from the professional image of Agency employees.

Section 2. The mode of attire for the workplace shall be business casual. Examples of such clothing include casual slacks (e.g. khakis, cords), dress slacks, dresses, skirts, blouses, dress shirts, casual shirts with collars or banded/turtle necks and/or sweaters. Neckties shall not be mandatory in any facility. Shoes shall be neat and clean.

Articles of inappropriate attire include, but are not limited to jogging suits, shorts, sweats (pants, shirts, shorts), jeans, tee/tank/muscle/sleeveless shirts (for men), tee/tank/halter/tube tops (for women), and shirts with large lettering and/or slogans. Clothing having sexual connotations, written or pictured is not permitted. Revealing, ripped or disheveled clothing of any kind is unacceptable. Hats and caps are not to be worn inside the facility. Flip-flops, flat sandals and athletic shoes are prohibited.

Buttons or clothing displaying political advertising and/or slogans that are in violation of the Hatch Act are not permitted; however, the display and wearing of Union insignias such as pins, pocket penholders or tie tacks, shall be permitted. Apparel shall not be considered inappropriate solely because it displays the Union logo or insignia.

Section 3. Employees, while working midnight shifts, shall be exempt from the requirements of Section 2.

Section 4. If an employee reports for duty dressed inappropriately, on the first occasion the Agency may require the employee to obtain and change into appropriate attire. Should that necessitate the employee leaving the workplace, it shall be done while the employee is in leave status and using accrued annual leave, accrued credit hours, or accrued compensatory time. Should there be a recurrence, it shall be dealt with as misconduct and the employee will be subject to disciplinary action in accordance with Agency directives and this Agreement.

ARTICLE 106
DURATION

Section 1. Subject to member ratification, this Agreement shall remain in effect for a period of sixty (60) months from the effective date of this Agreement and shall be automatically renewed for additional periods of one (1) year unless either Party gives written notice to the other of its desire to amend or terminate this Agreement. The written notice must be given not more the one hundred eighty (180) calendar days and not less than one hundred fifty (150) calendar days preceding the expiration date of this Agreement. Government-wide regulations issued during the term of this Agreement shall become controlling at the time of extension if they are in conflict with this Agreement.

ARTICLE 108

PAY

Section 1. The express terms of this Article apply to air traffic control specialists (ATCS) and traffic management coordinators/specialists (TMC/TMS) bargaining units. NOTAM specialists shall remain in their present pay system and be governed by the FAA Core Compensation Plan rules. These pay rules supercede all previous Agreements regarding pay. These include, but are not limited to, the Pay and Reclassification Rules MOU, Controller Incentive Pay (CIP) MOU and Hardship/Transfer MOU. Any pay matter not specifically addressed in this Article shall be covered by Agency directives.

Section 2. Air Traffic Specialized Pay Plan (ATSP) pay bands in the attached table are based on air traffic control (ATC) levels on the effective date of this Agreement. This table shall only be adjusted in accordance with Section 7 of this Article. The ATC levels have been established by the Agency using a classification formula that computes a Classification Index (CI) for each air traffic facility in terminals and enroute centers. The Agency retains the right, using the classification index, to apply this formula to individual areas of specialization within a particular facility. Should the Agency elect to change/modify the formula for the CI, any bargaining obligation created by such change will be handled in accordance with Article 7 of this Agreement. Traffic management specialists located in the Air Traffic Control System Command Center (ATCSCC) shall be classified as per the attached table, until an ATCSCC classification standard is developed by the Agency.

Section 3. All employees in the AT Pay Plan on the effective date of this Agreement shall be converted to the appropriate/corresponding ATSP pay band based on their facility's ATC level on the date this agreement becomes effective. Any employee whose base pay exceeds the pay band maximum for his/her facility shall retain their current base pay.

- a. Developmentals in the AT Pay Plan on the effective date of this Agreement shall progress through the Developmental Pay Progression stages (D1 through CPC); however, in no event shall their pay exceed the maximum of the ATSP pay band for their respective facility.
- b. CPCs-In-Training (CPCs-IT), TMCs-In-Training (TMCs-IT) and TMSs-In-Training (TMSs-IT) in the AT Pay Plan on the effective date of this Agreement shall receive the remaining portion of the "stored amount" when they become fully certified in their new facility, up to the maximum of the ATSP pay band for that facility; however, in no event shall their pay exceed the maximum of the ATSP pay band for their respective facility.

Section 4. A new hire or rehire, whether or not they are required to attend the Mike Monroney Aeronautical Center will have their base pay set at the AG Band upon the effective date of their appointment to their facility of record.

Section 5. All new hires, rehires or employees transferring after the effective date of this Agreement will transition through the applicable Developmental Pay Progression stages as outlined by Agency directives. For pay setting purposes, employees will be paid the following

percentages of the difference between their current pay and their projected base pay as they successfully complete each stage. Developmental-1 (D1) shall be 25%, Developmental-2 (D2) shall be 50%, Developmental-3 (D3) shall be 75% and CPC shall be 100% or band minimum, whichever is greater.

Failure to achieve certification or to meet probationary period requirements may result in termination of employment in accordance with Agency directives. Should the employee be terminated and subsequently rehired, their base pay will be set at the AG Band with subsequent increases earned in accordance with Section 4, as if this were their first facility in the Agency.

Section 6. The following rules apply to bids, voluntary and involuntary transfers to any Bargaining Unit position covered by this Article:

- a. For bids, voluntary and involuntary transfers to a higher ATC level facility/area, the Agency may increase the base pay from 0% to 15% upon certification in their new facility/area. At a minimum the increase shall be to the bottom of the new pay band. Base pay remains unchanged until the Developmental Pay Progression stages (D1, D2, D3 and CPC/TMC/TMS) identified in Section 5 above are met. An employee's base pay shall not exceed the top of the ATSPP pay band of their new facility.
- b. For bids and voluntary transfers to a lower or same ATC level facility/area, base pay remains unchanged provided it falls within the new ATSPP pay band. If current base pay is higher than the top of the new ATSPP pay band, base pay shall be set at the top of the new band.
- c. For involuntary transfers, through no fault of the employee, (i.e. directed reassignment) to the same or lower ATC level facility/area, base pay remains unchanged. Future increases will be in accordance with Section 8 of this Article.
- d. Failure to achieve full certification may result in termination of employment in accordance with Agency directives. If the employee fails to achieve full certification and is retained by the Agency, pay will be set as follows:
 - (1) If the employee is subsequently placed in the same level facility/area in which they were previously certified, their base pay will be set as though the employee never left their original facility/area.
 - (2) If the employee is placed in a lower level facility/area than where the employee was previously certified, base pay will be set as though they never left their original facility; however, pay shall not exceed the top of the ATSPP pay band for the employee's new facility/area.

Nothing in this Section shall preclude the Agency from utilizing any tools to attract qualified candidates, including but not limited to allowing former Air Traffic Pay Plan employees, whose pay exceeds the ATSPP pay band, to continue to remain above the pay band. These incentives shall be contained in the vacancy announcement, if applicable.

Section 7. Pay bands shall only be adjusted in accordance with the Core Compensation Plan.

Section 8. The Organizational Success Increase (OSI) is an annual performance pay increase granted to employees, based on how well the Agency meets its performance goals. The OSI is administered in accordance with this Article and the Core Compensation Plan.

- a. After the end of the performance year, the Administrator assesses the performance of the Agency against the organizational goals and makes a final OSI determination. Based on the assessment, the Administrator will determine whether to grant the entire available OSI pool for total success or a portion of the pool for partial success as the final OSI.
- b. An OSI will be added to base pay on a date determined by the Administrator. If the employee's base pay is at or above the band maximum, the OSI will be paid as a lump sum payment. If the OSI amount would cause the employee's base pay to exceed the band maximum, the employee will receive a base pay increase up to the band maximum and the remainder as a lump sum payment.
- c. The following employees are ineligible for an OSI. Employees that:
 - (1) have less than 90 days in a pay status with the FAA in the performance year.
 - (2) were on an Opportunity to Demonstrate Performance (ODP) at the end of the performance year.
 - (3) were unsuccessful in completing an ODP during the performance year.
 - (4) received an unsuccessful performance rating.
 - (5) received a suspension, reduction in grade or pay for conduct or performance, or issued a removal decision letter during the performance year.
 - (6) were decertified as a result of a performance deficiency during the performance year.

Section 9. The Superior Contribution Increase (SCI) is an additional increase to pay available to employees who provide superior contributions and accomplishments to the organization. The SCI is administered in accordance with this Article and the Core Compensation Plan. The SCI will be added to an employee's pay on a date determined by the Administrator after the OSI is paid. The SCI amount will be based on the employee's base pay rate in effect prior to computation of that performance year's OSI. OSI and SCI payments will not be compounded. If the SCI amount would cause the employee's base pay to exceed the band maximum, the employee will receive a pay increase up to the band maximum and the remainder as a lump sum payment. If the employee's base pay is at or above the band maximum, the SCI will be paid as a lump sum payment.

- a. The Agency will identify which employees will receive an SCI using the criteria in the Agency's Core Compensation Plan. The process for evaluating employees will include an opportunity for employees to provide input.
- b. After the end of the performance year, management will assess the performance of each employee and make a final SCI determination. Based on the assessment, the SCI will be awarded in accordance with Agency directives.
- c. The following employees are ineligible for an SCI. Employees that:
 - (1) have less than 90 days in a pay status with the FAA in the performance year.
 - (2) were on an Opportunity to Demonstrate Performance (ODP) at the end of the performance year.
 - (3) were unsuccessful in completing an ODP during the performance year.
 - (4) received an unsuccessful performance rating.
 - (5) received a suspension, reduction in grade or pay for conduct or performance, or issued a removal decision letter during the performance year.
 - (6) were decertified as a result of a performance deficiency during the performance year.

Section 10. Raising Facility/Area Classification Levels. Bargaining unit employees in a facility/area that is upgraded will have their base pay increased by four percent (4%) for each level the facility is raised, or to the new pay band minimum, whichever is greater. Developmentals and CPCs-IT, TMCs-IT and TMSs-IT in a facility/area that is upgraded will have their current developmental pay set increased by 4% per level and subsequent developmental pay sets will be recalculated to correspond with the new pay level. An employee already within his/her ATSPP pay band shall receive the increases as stated above, however they may not exceed the maximum of their new ATSPP pay band. Employees that are already above the new ATSPP pay bands prior to the upgrade shall not receive an increase.

Section 11. Lowering Facility/Area Classification Levels. Bargaining unit employees in a facility/area that is downgraded whose base pay is above the new ATSPP pay band in a facility/area that is downgraded will have their base pay decreased by 4% for each level the facility is lowered, or to the top of the new band, whichever provides the employee with the greater base pay. Developmentals and CPCs-IT, TMCs-IT and TMSs-IT whose base pay exceeds the top of the new ATSPP pay band will have their base pay decreased by 4% for each level the facility is lowered or to the top of the new band, whichever provides the employee with the greater base pay. For developmentals, CPCs-IT, TMCs-IT and TMSs-IT whose base pay fits within the new ATSPP pay band, subsequent movement through the developmental levels will be set based on the new pay band level of the facility/area, not to exceed the top of the new pay band.

Section 12. On the effective date of this Agreement CIP will be phased out. Bargaining unit employees receiving CIP will have their percentages reduced by the following, where the "year one (1) percentage" is defined as the applicable CIP percentage received in the pay period immediately preceding the first full pay period of January 2007:

First full pay period of January 2007 – 20% of the year one (1) percentage

First full pay period of January 2008 – 40% of the year one (1) percentage

First full pay period of January 2009 – 60% of the year one (1) percentage

First full pay period of January 2010 – 80% of the year one (1) percentage

First full pay period of January 2011 – CIP terminated

Employees not receiving CIP on the effective date of this Agreement will not be eligible to receive CIP. An employee receiving CIP will lose any remaining percentage(s) if the employee transfers to another facility.

Training Progression Requirements Air Traffic Specialized Pay Plan

ATC Level	Career Level	Tower	Tracon or Combined Tracon	Combined Tower/Tracon	Center/Center Oceanic	CCF**
ATC-3	Certified Professional Controller	All Positions	N/A	N/A	N/A	N/A
ATC-4	Certified Professional Controller	All Positions	N/A	N/A	N/A	N/A
ATC-5	Developmental-3	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	N/A	N/A
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	N/A
ATC-6	Developmental-2	N/A	N/A	FD + 33% of All Other Positions	N/A	FD + 33% of All Other Positions
	Developmental-3	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 66% of All Other Positions	N/A	FD + 66% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	All Positions
ATC-7	Developmental-1	N/A	N/A	N/A	N/A	FD + 25% of All Other Positions
	Developmental-2	N/A	N/A	FD + 33% of All Other Positions	N/A	FD + 50% of All Other Positions
	Developmental-3	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 66% of All Other Positions	N/A	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	All Positions
ATC-8	Developmental-1	N/A	N/A	N/A	N/A	FD + 25% of All Other Positions
	Developmental-2	FD + 33% of All Other Positions	FD + 33% of All Other Positions	FD + 33% of All Other Positions	N/A	FD + 50% of All Other Positions
	Developmental-3	FD + 66% of All Other Positions	FD + 66% of All Other Positions	FD + 66% of All Other Positions	N/A	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	N/A	All Positions
ATC-9	Developmental-1	N/A	N/A	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions
	Developmental-2	FD + 33% of All Other Positions	FD + 33% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions
	Developmental-3	FD + 66% of All Other Positions	FD + 66% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions

ATC Level	Career Level	Tower	Tracon or Combined Tracon	Combined Tower/Tracon	Center/Center Oceanic	CCF**
ATC-10	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions
ATC-11	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	All Positions
ATC-12	Developmental-1	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	FD + 25% of All Other Positions	N/A
	Developmental-2	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	FD + 50% of All Other Positions	N/A
	Developmental-3	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	FD + 75% of All Other Positions	N/A
	Certified Professional Controller	All Positions	All Positions	All Positions	All Positions	N/A

ATCSCC						
ATC-12	Developmental-1	N/A				
	Developmental-2	Completion of Classroom Training				
	Developmental-3	50% of All Positions				
	Certified Professional Controller	All Positions				

Note: Where references to one-half, one-third, etc., are made, the developmental controller must certify on **at least** the number of positions indicated in order to progress to the next developmental level or to CPC. The intent of the different percentages of positions is to establish a minimum number of positions to be met or exceed before progressing to the next level.

A4	Code		Dx	Ex	Fx	Gx	Hx	Ix	Jx	Kx	Lx
	ATC Level		4	5	6	7	8	9	10	11	12
	CPC/TMC/ TMS	xH	Maximum	\$50,050	\$57,600	\$62,650	\$70,200	\$78,050	\$85,600	\$96,950	\$104,500
			Minimum	\$37,200	\$44,750	\$45,300	\$52,850	\$55,200	\$62,750	\$67,400	\$74,950
AG											
D3	xG	Maximum	\$37,200	\$37,200	\$44,750	\$45,300	\$52,850	\$55,200	\$62,750	\$67,400	\$74,950
		Minimum	\$35,825	\$35,825	\$41,488	\$41,900	\$47,563	\$49,325	\$54,988	\$58,475	\$64,138
D2	xF	Maximum	N/A	N/A	\$41,488	\$41,900	\$47,563	\$49,325	\$54,988	\$58,475	\$64,138
		Minimum	N/A	N/A	\$38,225	\$38,500	\$42,275	\$43,450	\$47,225	\$49,550	\$53,325
D1	xD	Maximum	N/A	N/A	N/A	N/A	N/A	\$43,450	\$47,225	\$49,550	\$53,325
		Minimum	N/A	N/A	N/A	N/A	N/A	\$37,575	\$39,463	\$40,625	\$42,513
AG											
AG	xC		\$31,700	\$31,700	\$31,700	\$31,700	\$31,700	\$31,700	\$31,700	\$31,700	\$31,700